

Lorenzo J. Lopez
 OceanAir Logistics
 10925 NW 27th Street
 Suite 103
 Miami, Florida 33172
 Tel: (305)599-0966
 Fax: (305)599-0766

Defendant

FILED
 DISTRICT COURT OF GUAM

OCT 23 2002

MARY L. M. MORAN
 CLERK OF COURT

2

IN THE UNITED STATES DISTRICT COURT
 FOR GUAM

CIVIL CASE NO. 02-00029

HANSEN HELICOPTERS, INC.,
 Plaintiff,

vs.

OCEANAIR LOGISTICS, LORENZO LOPEZ
 and AMERICAN NATIONAL FIRE INSURANCE CO.
 Defendants.

DEFENDANT'S RESPONSE TO COMPLAINT

The **Defendants**, OceanAir Logistics and Lorenzo Lopez, files this Response to the Plaintiff's complaint.

1. Defendant OceanAir Logistics is a Florida corporation, conducting freight forwarding services.
2. Defendant Lorenzo Lopez is an employee of OceanAir Logistics and is not the owner, shareholder or officer.
3. On or about April 23rd, Mr. Jon Walker of the Plaintiff was visiting Missouri and requested a booking for a 40ft container of used aircraft parts from Neosho, MO to Guam (see Exhibit A). No insurance was requested or insurance value provided by the Plaintiff.
4. On May 1st and May 6th, electronic mails were sent to Jon Walker of the Plaintiff, requesting shipping instructions (see Exhibit B). Hand-written shipping instructions were received on May 6th at 4:13pm (see Exhibit C); no insurance was requested or insurance value provided.
5. Insurance was offered and provided by the Defendants, OceanAir Logistics and Lorenzo Lopez, as a courtesy and not by request of the Plaintiff.

Case No. 02-00029

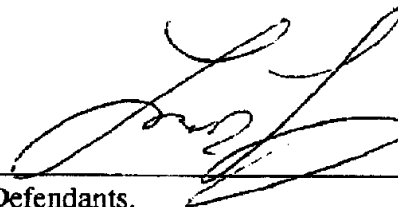
RECEIVED

OCT 23 2002

DISTRICT COURT OF GUAM
 HAGATNA, GUAM

6. After sailing date of May 8th, Defendants provide the Plaintiff with a copy of the bill of lading, evidencing shipment, and a two-page copy of certificate of insurance no. 0312-(e) (Exhibit D). Page two of Insurance certificate no. 0312-(e) clearly indicates that used machinery or goods are covered only if the vessel is stranded, sunk or burnt.
7. The Defendants, OceanAir Logistics and Lorenzo Lopez, did not act fraudulently, maliciously or misrepresented the Plaintiff.

I hereby certify that a true and correct copy of the foregoing was faxed to the Plaintiff's attorneys at (671)477-4375 and mailed to Carlsmith Ball LLP
Bank of Hawaii Building, Suite 401, 134 W. Soledad Avenue, Hagatna, Guam 96932-5027 - Attorney for Plaintiff, on this 21st day of October 2002.



Defendants,
Lorenzo J. Lopez and
OceanAir Logistics
10925 NW 27th Street, Suite 103
Miami, FL 33172
Tel: (305)599-0966 Fax: (305)599-0766

OceanAir Logistics

EXHIBIT A

ATTENTION: MIKE BOARMAN SR.

REF. NO. 0024718
P.O. NO. 042302

10925 NW 27th Street

Miami, FL 33172
Phone (305) 599-0966 Fax (305) 599-0766
cargo@OceanAirLogistics.com
www.OceanAirLogistics.com

Client

HANSEN HELICOPTER, INC.
P.O. BOX 9099

TAMUNING, GUAM, 96931

Shipper/Exporter

HANSEN HELICOPTER, INC.
P.O. BOX 9099
TAMUNING, GUAM 96931 US

BOOKING CONFIRMATION

Date 4/23/2002 Quote # 13,673

Type of Transaction

☐ Quotation ☐ Air ☐ Inbound ☐ Other
☒ Booking/Active ☒ Ocean ☐ Domestic

Booking # SLX165796

Consignee

HANSEN HELICOPTER, INC.
P.O. BOX 9099
TAMUNING, GUAM 96931 US

Carrier

CSX LINES
4100 ALPHA ROAD
SUITE 700

DALLAS, TX, 75244

Loading Date 5/ 8/02
ETD 5/ 8/02
Cutoff Date 4/29/02
HAZ Cutoff
ETA 5/21/02

Point of Origin

MO - MISSOURI

Place of Receipt

NEOSHO, MO

QTY

1

WEIGHTS

MEASURES

Exporting Carrier (Vessel/Airline)

CSX SPIRIT v.027W

Port of Loading

OAKLAND, CA

Schedule B No. Commodity Description

AIRCRAFT PARTS

Air/Sea Port of Discharge

GUAM ISLAND

Place of Delivery

GUAM, NORTH MARIANA

HAZARDOUS

Terms
FOB

MKS. & NOS.

NO. OF PKGS.

DESCRIPTION OF PACKAGES AND GOODS

WEIGHTS

MEASURES

CONTAINER

1

40ft HIGH-CUBE CONTAINER S.T.C. AIRCRAFT PARTS

#TRLU533431

(14 PCS)

(1) 1974 FORD PICK-UP; (10) T/R BLADES;

SEAL #

(1) TOW CART; (1) HELICOPTER - DISSASSEMBLED

Comments / Special Instructions

This is a booking/sailing notice and does not constitute a confirmation of sailing. Bill of lading will be furnished upon sailing. Shipment must clear local customs, once the cargo arrives its destination. Customs duties/taxes may apply.

EXHIBIT B

Lorenzo J. Lopez

From: Lorenzo J. Lopez [lorenzo@oceanairlogistics.com]
Sent: Wednesday, May 01, 2002 10:29 AM
To: Jon Walker
Cc: Michael Boarman Sr.
Subject: Shipment to Guam

Pg. 1

Good morning, Jon.

I've called you several times at the cellular, but I have not been able to reach you.
I need to produce the bill of lading for your shipment. Therefore, I need your company's IRS (Federal ID) number, no. of pieces/units loaded, container no., seal no. and total weight.

Please provide a.s.a.p.

Regards,

Lorenzo J. Lopez
OceanAir Logistics
www.OceanAirLogistics.com
Tel: (800)722-7469 (305)599-0966

Lorenzo J. Lopez

EXHIBIT B

From: Lorenzo J. Lopez [lorenzo@oceanairlogistics.com]
Sent: Monday, May 06, 2002 4:14 PM
To: Jon Walker
Subject: FW: Shipment to Guam

Pg. 2

URGENT

Jon, I need the requested information!

-----Original Message-----

From: Lorenzo J. Lopez [mailto:lorenzo@oceanairlogistics.com] <mailto:
[mailto:lorenzo@oceanairlogistics.com]>
Sent: Wednesday, May 01, 2002 10:29 AM
To: Jon Walker
Cc: Michael Boarman Sr.
Subject: Shipment to Guam

Good morning, Jon.

I've called you several times at the cellular, but I have not been able to reach you.
I need to produce the bill of lading for your shipment. Therefore, I need your company's IRS (Federal ID) number, no. of
pieces/units loaded, container no., seal no. and total weight.

Please provide a.s.a.p.

Regards,

Lorenzo J. Lopez

OceanAir Logistics

www.OceanAirLogistics.com <<http://www.OceanAirLogistics.com>>

Tel: (800)722-7469 (305)599-0966

2002

May-06-02 04:13P Ocean Air Logistics

305 599 0766

P.01

Lorenzo J. Lopez

From: Lorenzo J. Lopez (lorenzo@oceanairlogistics.com)
 Sent: Monday, May 06, 2002 4:14 PM
 To: Jon Walker
 Subject: FW: Shipment to Guam

EXHIBIT C

URGENT

Jon, I need the requested information!

—Original Message—

From: Lorenzo J. Lopez (mailto:lorenzo@oceanairlogistics.com) (mailto:lorenzo@oceanairlogistics.com)
 Sent: Wednesday, May 01, 2002 10:29 AM
 To: Jon Walker
 Cc: Michael Boorman Sr.
 Subject: Shipment to Guam

Good morning, Jon.

I've called you several times at the cellular, but I have not been able to reach you
 I need to produce the bill of lading for your shipment. Therefore, I need your company's IRS (Federal ID) number, no. of
 pieces/units loaded, container no., seal no. and total weight.

Please provide a.s.a.p.

Regards,

Lorenzo J. Lopez

Ocean Air Logistics, Inc.

www.OceanAirLogistics.com <http://www.OceanAirLogistics.com>

Tel: (800)722-7469 (305)599-0966

1- 74 ROND Pickup

10- TIR B/400S

1- TOW CART

1- Helicopter

(Disassembled)

FED. ID 98-6021735

ATTN: LORENZO LOPEZ

AMERICAN NATIONAL FIRE INSURANCE COMPANY
GREAT AMERICAN INSURANCE COMPANIES®

1350 TREAT BOULEVARD, WALNUT CREEK, CA 94596-7959
FAX (925) 938 - 8630

CERTIFICATE NO. 0312 - (e)

EXHIBIT D
Pg. 1

USDS 170,785.76

(PLACE AND DATE) Miami, Florida, May 29, 2002

This Company, in consideration of an agreed premium and subject to the Terms and Conditions of Open Policy No. OMC 7567633 does insure,

lost or not lost Roanoke Trade Services/Ocean Air Logistics

for account of whom it may concern
MARKS AND NUMBERS

in the sum of One Hundred Seventy Thousand Seven Hundred Eighty-Five US Dollars and
Seventy-Six Cents

on (describe cargo) 14. pallets s.t.c. used aircraft and helicopter parts/1 1974 pick up truck
valued at sum insured, to be shipped

by C.S.X. Spirit V.#027 or other vessel, and connecting conveyances

at and from Neosho, Mo.

leaving on or about May 28, 2002

to Guam

Loss, if any, payable to Hansen Helicopters Inc

or order.

This insurance is subject to the following current American Institute Clauses of the above certificate:

FC & S. and S.R. & C.C. Warranties, Nuclear Exclusion Warranty, Marine Extension Clauses, 60 Day South American Clause, Deliberate Damage-Pollution Hazard Clause, G.R. & C.C. Endorsement and War Risks Insurance.

TERMS AND CONDITIONS

1. **WAREHOUSE TO WAREHOUSE CLAUSE.** This insurance attaches from the time the goods leave the warehouse and/or store at the place named in this certificate for the commencement of the transit and continues during the ordinary course of transit, including customary transshipment, if any, until the goods are discharged outside from the overseas vessel at the final port. Thereafter the insurance continues whilst the goods are in transit and/or awaiting transit until delivered to final warehouse at the destination named in this certificate or until the expiry of 15 days (or 30 days if the destination to which the goods are insured is outside the limits of the port) whichever shall first occur. The time limits referred to above to be reckoned from midnight of the day on which the discharge outside of the goods hereby insured from the overseas vessel is completed. Held covered at a premium to be arranged in the event of transshipment, if any, other than as above and/or in the event of delay in excess of the above time limits arising from circumstances beyond the control of the insured.

Note: It is necessary for the insured to give prompt notice to this Company when they become aware of an event for which they are "held covered" under this Policy and the right to such coverage is dependent on compliance with this obligation.

2. **F.P.A. CLAUSE.** Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty this Company is to pay any loss of or damage to the interest insured with any external substance (ice included) other than water, or to discharge of cargo at port of distress. The foregoing warranty, however, shall not apply where broader terms of Average are provided for herein under "Special Conditions".

3. **DELAY CLAUSE.** Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay whether caused by a peril insured against or otherwise, unless expressly assumed in writing herein.

4. **OTHER AMERICAN INSTITUTE CARGO CLAUSES.** In addition to the foregoing this insurance is also subject to the following current American Institute Cargo Clauses.

Craft, &c. Clause	Machinery Clause	Bill of Lading, &c. Clause
Deviation Clause	General Average Clause	Inchmaree Clause
Warehousing & Forwarding Charges.	Explosion Clause	Both To Blame Clause
Packages Tightly Lost Loading, etc.	Shore Clause	Constructive Total Loss Clause
Labels Clause		

5. **PERILS CLAUSE.** Touching the adventures and perils which this Company is contented to bear, and take upon itself, they are of the seas, assailing thieves, jettison, barratry of the master or mariners, and all other like perils, losses or misfortunes that have or shall come to the hurt, detriment or damage of the said goods and merchandise, or any part thereof, except as may be otherwise provided for herein or endorsed hereon.

6. **CLAUSE PARAMOUNT.** If this certificate is extended to insure the goods prior to the attachment or subsequent to the expiration of the cover provided by the Marine Extension Clauses, such extension shall be subject to the American Institute Storage Risks-Nuclear Exclusion Clause (April, 1961).

7. **DUTY OF THE INSURED.** It is the duty of the insured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting and minimizing a loss and to insure that all rights against carriers or other third parties are properly preserved and exercised.

Measures taken by the insured or this Company with the object of saving, protecting or recovering the goods insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

8. **FUMIGATION CLAUSE.** In the event of the vessel being fumigated and direct loss or damage to the goods insured hereunder results therefrom this Company agrees to indemnify the insured for such loss or damage, and the insured agrees to subrogate to this Company any recourse that it may have for recovery of such loss or damage from others.

9. **PARTIAL LOSS.** In case of partial loss or damage caused by a peril insured against, the proportion of loss shall be determined by separation of the damaged portion of the insured property from the sound and by an agreed estimate (by survey) of the percentage of damage of such portion; or if such agreement is not practicable, then by public sale of such damaged portion for the account of the owner of the property and by comparison of the amount so realized with the sound market value on the day of sale.

10. **CARRIER CLAUSE.** Warranted that this insurance shall not insure, directly or indirectly, to the benefit of any carrier or bailee.

11. **NOTICE OF LOSS.** In case of loss or damage which may give rise to a claim under this certificate same shall be reported as soon as practical to this Company or its representatives. Failure to report loss or damage promptly shall invalidate any claim under this certificate.

12. **SUBROGATION.** It is a condition of this insurance that upon payment of any loss this Company is to be subrogated to, all rights and claims of the insured arising out of such loss, against any person, corporation or government whatsoever. The insured shall permit suit to be brought in its name at the Company's expense, and the insured further agrees to render all reasonable assistance in the prosecution of said suit or suits. All recoveries effected from third parties, whether received in the first instance by the insured or the Company, shall be the property of the Company up to the amount paid under this certificate.

13. **TIME FOR SUIT.** It is a condition of this certificate that no suit, action or proceeding on this certificate for the recovery of any claim shall be sustainable in any court of law or equity unless the insured shall have fully complied with all the requirements of this certificate and unless commenced within twelve (12) months next after the calendar date of the physical loss or damage out of which the said claim arose, provided that where such limitation of time is prohibited by the laws of the place wherein this certificate is issued, then, and in the event, no suit, action or proceeding under this certificate shall be sustainable, unless commenced within the shortest limitation permitted under the laws of such place.

14. **Other Insurance**

a) If an interest insured hereunder is covered by other insurance which attached prior to the coverage provided by this certificate, then the Company shall be liable for the amount in excess of such prior insurance; the Company shall return to the insured premium equivalent to the cost of the prior insurance at the Company's rates.

b) If an interest insured hereunder is covered by other insurance which attached subsequent to the coverage provided by this certificate, then the Company shall nevertheless be liable for the full amount of the insurance without right to claim contribution from the subsequent insurers.

c) If an interest insured hereunder is covered by other insurance which attached on the same date as the coverage provided by this certificate, then the two policies shall be deemed simultaneous, and the Company will be liable only for a ratable contribution to the loss or damage in proportion to the amount (insured hereunder bears the sum of such simultaneous insurance), and will return to the insured an amount of premium proportionate to such reduction of liability.

SPECIAL CONDITIONS

See Attachment For Special Conditions

IN WITNESS WHEREOF, this Company has caused this certificate to be signed by its President, but this certificate shall not be transferable unless countersigned by an authorized representative of this Company or the Assured.

Countersigned

Thomas W. Martin

Carl H. Lindner
President

GAIC-CERT (10/97)

IN CASE OF LOSS SEE INSTRUCTIONS ON REVERSE SIDE

EXHIBIT D

Pg. 2

ATTACHMENT

Special Conditions For Certificate Number 0312 - (e)
Policy Number 7567633

USED MACHINERY AND OTHER USED GOODS INSURED:

Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Assurer to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress.

End Of Special Conditions
